

EXHIBIT A



Forest Electric Corp.
Two Penn Plaza, Floor 4
New York, NY 10121
Phone: 212.318.1500
Fax 212.318.1793
www.forestelectric.net

October 2, 2003

Creedon Controls
3424 Old Capitol Trail
Wilmington, DE 19808
ATTN: Pat Creedon

RE: Bank One Brandywine - CDC II
General Lighting and Power - RFP 6B

Dear Ms. Creedon,

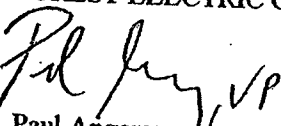
This letter is to acknowledge our mutual desire to enter into a Subcontract Agreement with Creedon Controls Electrical Contractors on the above referenced Project for a lump sum of \$3,152,000.00 for electrical services, based on your Response to an Invitation to Bid - Best and Final Price; September 29, 2003, with a proposed delivery date as per submitted schedule.

Although the Prime Contract Documents have not been finalized, it is the intent of the parties to begin Work and will endeavor to enter into and execute a definite Subcontract Agreement defining the construction services which shall include, in addition to other terms and conditions, customary representations, warranties, bonding, indemnities, and insurance from Subcontract Agreement executed, Subcontractor agrees to be bound to the terms and conditions of the Subcontract Agreement as attached hereto as Exhibit 1.

Subcontractor will furnish evidence of insurance as per Exhibit B of the Subcontract Agreement prior to proceeding with any Work.


Very truly yours,

FOREST ELECTRIC CORP.


Paul Angerame
Vice President

This Letter of Intent is accepted and will be considered executed after the required subsequent review, modification, negotiations, and implementation of the advice from Creedon Controls Inc.'s legal council, allowing 14 days for response to address terms, conditions, scope of work and any/all other items requiring additional considerations.

Agreed to and Accepted By:

 10/15/03
Name: PATRICIA CREEDON
Title: PRESIDENT

Datcom Services • Power Solutions • Technology • Facilities Management

FE 000997

SUBCONTRACT AGREEMENT

Date: September 1, 2003

Between: Forest Electric Corp. (FEC)
Two Penn Plaza
New York, NY 10121

and

(SUBCONTRACTOR)

Forest Electric Corp. ("FEC") desires to engage SUBCONTRACTOR to perform certain Work, as set forth in the Scope of Work document ("Exhibit A") attached hereto, under FEC's Contract with Tishman Construction Corporation of Maryland ("Construction Manager"), the terms of which, along with all drawings, specifications and other documents associated therewith, are incorporated herein by reference, made a part hereof and which together with this Subcontract Agreement are collectively referred to as the "Contract Documents". The Project(s) are known as Bank One, Bear CDC I and Brandywine CDC II, located in the State of Delaware.

SUBCONTRACTOR agrees to perform such Work as set forth in Exhibit A and will provide and furnish all labor, materials, tools, supplies, equipment, plant, services, facilities, temporary facilities, supervision, administration and all other requirements necessary for the proper and complete performance of such Work in accordance with the Contract Documents. SUBCONTRACTOR agrees to perform the Work to the complete satisfaction of Owner, Construction Manager and FEC for the Contract Price set forth herein.

SUBCONTRACTOR agrees that the consideration to be paid to SUBCONTRACTOR for the performance of the Work will be _____ Dollars (\$0.00) ("Contract Price"), which Contract Price includes: (i) the cost of all materials, equipment, tools, supplies, plant, facilities and temporary services used by SUBCONTRACTOR in connection with the Work; (ii) all labor, services, supervision and administration required by SUBCONTRACTOR to complete the Work; (iii) all sales and use taxes, fees, contributions, etc. which may be imposed therein; (iv) the cost of all required insurance; and (v) the costs of an acceptable performance and payment bonds for one hundred percent (100%) of the Contract Price. The Contract Price is firm and not subject to escalation. Payments to be made in accordance with the payment schedule and subject to the terms, provisions and conditions of this Subcontract Agreement and all of the Contract Documents.

I SUBCONTRACTOR represents that it has examined or has been given the opportunity to examine (1) the site of the Work; and (2) all contractual documents associated herewith, has found no conflicts between the various documents and is familiar with the Work to be performed and the site upon which the Work will be performed and acknowledges that no conditions exist which would affect the progress, performance or price of this Agreement. SUBCONTRACTOR agrees to be bound and obligated to FEC as FEC is bound and obligated to Construction Manager and/or Owner under its Contract as to the Work provided hereunder.

II All work, labor, services and materials to be furnished, supplied or performed by the SUBCONTRACTOR (Work) must strictly comply with all Federal, State, Local, Municipal, as well as any and all other governing jurisdictions and authorities' Laws, Rules, Regulations, Statutes, Ordinances, and Directives. SUBCONTRACTOR shall comply with all safety and health laws and codes, including, but not limited to, OSHA rules and regulations and all Hazardous Communications Programs required under such laws and codes.

III FEC may, without notice to SUBCONTRACTOR's surety, make changes including the omission of Work and may order the performance of other work by a written change order. Any adjustment to the Contract Price or the time in which the Work is to be completed will be specifically set forth in the change order and if not SUBCONTRACTOR shall not be entitled to any adjustment in the Contract Price and/or time of performance. SUBCONTRACTOR shall not proceed with Work not set forth in Exhibit A until it has received a written change order or shall do so at its own risk. This paragraph shall not apply to ordinary field modifications which do not substantially increase SUBCONTRACTOR's cost of this Agreement and which will be performed without time or price adjustment.

IV SUBCONTRACTOR agrees to store all its equipment, materials, tools, and appliances in designated areas and shall be responsible for its safety and all risks of loss associated therewith.

V SUBCONTRACTOR shall continuously maintain the project site free from all dirt, rubbish, debris and other waste materials, and shall daily collect and remove such items from the project site without unnecessary delay.

VI SUBCONTRACTOR shall furnish sufficient forces to assure proper performance of the Work and to maintain proper and timely progress of its Work, both without additional compensation. If, in the opinion of FEC, SUBCONTRACTOR fails to furnish such forces or maintain such progress, FEC, at its option, shall be entitled to terminate this Subcontract Agreement.

VII SUBCONTRACTOR shall as an independent contractor of FEC, to the fullest extent permitted by law, to defend, indemnify and hold harmless FEC, Construction Manager, and Bank One, each of their respective officers, directors, partners, representatives, agents and employees against any and all damages, liabilities and costs, including reasonable attorneys' fees and all court costs, arising from the negligent acts of SUBCONTRACTOR, and its subcontractors, or anyone for whom SUBCONTRACTOR is legally liable in the performance of Work under this Subcontract Agreement, to the extent that SUBCONTRACTOR is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between SUBCONTRACTOR and FEC or any other indemnitee herein. SUBCONTRACTOR shall not be obligated to indemnify FEC or any other indemnitee for the negligence of FEC or any other indemnitee. Under this provision, to the extent the SUBCONTRACTOR shall be required to provide defense and indemnification, the FEC and/or Owner shall have the right to approve counsel to conduct such defense.

To the fullest extent permitted by law, SUBCONTRACTOR shall defend, indemnify and hold harmless FEC, Construction Manager and Bank One, each of their respective officers, directors, partners and employees from and against any and all claims, suits, liens, judgments, damages, losses, costs and expenses incurred, including reasonable attorneys' fees, related to property damage and/or personal injury or death to employees of SUBCONTRACTOR, and/or employees of subcontractors of SUBCONTRACTOR, and/or any third party to the extent arising from the negligent acts, omissions or default of the SUBCONTRACTOR, its employees, directors, officers, agents or subcontractors, or others for whom the SUBCONTRACTOR is legally liable. Under this provision, to the extent the SUBCONTRACTOR shall be required to provide defense and indemnification, the FEC and/or Owner shall have the right to approve counsel to conduct such defense.

VIII As part of the SUBCONTRACTOR's overall obligation to protect others and to defend and hold FEC harmless from all liability and costs the SUBCONTRACTOR shall obtain and maintain, at its expense, full and complete insurance coverage as may be specified in this Subcontract Agreement ("Exhibit B") and in the Contract Documents. The insurance procurement requirement of this provision is consistent with and made part of the indemnification and hold harmless provision of this Subcontract Agreement. FEC is not responsible to provide any protective services for the SUBCONTRACTOR's benefit and shall not be held liable for any loss or damage to SUBCONTRACTOR's Work, materials, tools or appliances.

IX SUBCONTRACTOR may not assign or sublet this Subcontract Agreement, in whole or in part, without the prior written consent of FEC.

X Upon breach of any of the terms and/or conditions of this Subcontract Agreement or the Contract Documents or the insolvency of the SUBCONTRACTOR, FEC upon written notice to the SUBCONTRACTOR shall have the right, without terminating this Subcontract Agreement, to provide through itself or through others, any labor, materials, supplies, equipment, tools, plant, services, supervision and/or administration for the performance of the Work, or any portion thereof, and deduct the cost thereof from any money due or thereafter to become due to the SUBCONTRACTOR under the Subcontract Agreement. FEC also may, in its sole discretion, in addition to, or in lieu of the exercise of the aforesaid right, after written notice as aforesaid, terminate this Subcontract Agreement and the employment of the SUBCONTRACTOR and its right to proceed. In such event FEC may finish the Work by whatever method it may deem expedient and the SUBCONTRACTOR shall be liable to FEC for any excess cost incurred by FEC thereby, together with all other damages (including consequential damages) arising out of, under or in connection with the breach by SUBCONTRACTOR. In the event of default by SUBCONTRACTOR, FEC, in addition to the remedies set forth above, has the right of offset against any monies due the SUBCONTRACTOR at the time of default, or thereafter to become due in connection with this or any other project.

If after termination of the Subcontract Agreement and the employment of the SUBCONTRACTOR, it is determined that the SUBCONTRACTOR was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of FEC pursuant to Article XX hereof.

XI The SUBCONTRACTOR shall become entitled to receive progress payments for its Work duly performed during the payment periods as established in the Contract Documents and this Subcontract Agreement. To the extent permitted by law, it is specifically understood and agreed that payment to SUBCONTRACTOR is dependent on the condition precedent that FEC receives payment from Construction Manager and/or Owner for SUBCONTRACTOR's Work. SUBCONTRACTOR agrees to look solely to such funds for payment.

SUBCONTRACTOR must submit its requisition, in proper form, to FEC at least five (5) days prior to the requisition date set forth in the Contract Documents. The estimate of the principal amount as determined by FEC shall be binding on the SUBCONTRACTOR and progress payments shall not exceed ninety (90%) percent of the amount requisitioned by the SUBCONTRACTOR. Final payment shall become payable sixty (60) days after final completion and acceptance of the Work and receipt of payment by FEC from Construction Manager, including any retainers, which payment shall be a condition precedent to FEC's obligation to pay SUBCONTRACTOR. Prior to any payment SUBCONTRACTOR shall prove that its Work is free and clear from any and all liens and claims and shall furnish all required lien waivers and releases in connection with the final payment and all interim progress payments.

The terms, provisions and conditions of this Subcontract Agreement are not intended to nor shall they be construed as in anyway prohibiting, diminishing or abrogating SUBCONTRACTOR's right to file and enforce a mechanics' lien under the Lien Laws of the State in which the Project is located, and SUBCONTRACTOR shall be entitled to pursue any and all rights to which it may be entitled under such Lien Law in event FEC does not pay SUBCONTRACTOR amounts earned hereunder, including non-payment resulting from delayed payments or non-payment by third parties to FEC.

Acceptance of final payment by the SUBCONTRACTOR constitutes a general release of Owner, Construction Manager, FEC and its Surety, if any.

XII SUBCONTRACTOR shall discharge any Notice of Lien or other encumbrance filed against the SUBCONTRACTOR, FEC, Construction Manager, Owner, the Project or any monies earned by the SUBCONTRACTOR or FEC, should such lien result from failure of SUBCONTRACTOR to pay its obligations.

XIII The validity, interpretation and performance of this Subcontract Agreement shall be governed by the Laws of the State of Delaware and any judicial proceeding shall be brought in the County of New Castle and State of Delaware within two (2) years of the date the cause of action accrued, but in no event after final payment to the SUBCONTRACTOR. SUBCONTRACTOR agrees to participate in and be bound by any proceedings which directly or indirectly relates to this Subcontract Agreement (whether it be litigation, arbitration and/or mediation). No dispute or controversy shall interfere with the progress of construction and SUBCONTRACTOR shall proceed with the Work without causing interruption, deficiency or delay.

XIV Time of performance is of the essence of this Subcontract Agreement and the SUBCONTRACTOR agrees that it will perform its Work in accordance with the Construction Schedule prepared from time to time by FEC or the Construction Manager and that it will not delay any of the work being performed by other contractors or subcontractors or the progress of the project including that of the Construction Manager or FEC. SUBCONTRACTOR agrees that it will be responsible for all damage(s) caused by its delay(s) during the course of the performance of its Work.

Should the SUBCONTRACTOR's Work be delayed, hindered, obstructed, interfered with, and/or accelerated by a cause or causes beyond the control of the SUBCONTRACTOR, the sole remedy available to the SUBCONTRACTOR shall be an equitable extension of time for the performance of its Work provided FEC is correspondingly entitled to such equitable extension of time from Owner or Construction Manager and under no circumstances shall SUBCONTRACTOR be entitled to any increase in the Contract Price or to damages as a consequence or result of such delay, hindrance, obstruction, interference, and/or acceleration, and SUBCONTRACTOR's sole remedy shall be any equitable extension of time for the performance of its Work.

XV This Subcontract Agreement cannot be changed, modified or altered orally. It supersedes all prior representations made by FEC and is conditional upon the approval of the SUBCONTRACTOR by the Construction Manager and/or Owner. If any term or provision of this Agreement is found invalid, illegal or unenforceable, such term or provision shall be deemed severed from this Subcontract Agreement and it shall not affect the validity and enforcement of all remaining terms and conditions of this Subcontract Agreement.

XVI The SUBCONTRACTOR shall be responsible and liable for all costs, disbursements and expenses, including attorney's fees, incurred by FEC as a result of FEC having to defend or take part in any action or proceeding which directly or indirectly relates to acts or omissions of the SUBCONTRACTOR, its employees, directors, officers, agents, or its subcontractors, suppliers or vendors.

XVII SUBCONTRACTOR shall maintain and preserve for a period of five (5) years after final payment under this Subcontract Agreement all records and accounts pertaining to Work performed for FEC. FEC shall have the right to audit, copy and inspect said records and accounts at all reasonable times during the course of such Work, and for five (5) years following completion of the Work, for the purpose of verifying units furnished and costs incurred, as applicable.

XVIII SUBCONTRACTOR to submit a single guarantee stating that all portions of the Work are in accordance with contractual requirements. SUBCONTRACTOR guarantees all Work against faulty and improper material and workmanship for a period of one (1) year from date of final acceptance by the Owner, except that where guarantees or warranties for longer terms are specified herein or in the Contract Documents, such longer term shall apply. At no additional cost to Owner, Construction Manager or FEC, within twenty-four (24) hours after notification, SUBCONTRACTOR shall correct any deficiencies which occur during the guarantee period, all to the satisfaction of the Owner and/or Construction Manager.

XIX SUBCONTRACTOR represents and warrants that any equipment, product, system, software, hardware or application of same ("Product") provided and/or installed is Year 2000 compliant (will function properly and without interruption before, during and after January 1, 2000) and that all data and files, enhancements, upgrades, customizations and modifications, shall accurately process date and time data. will be Year 2000 compliant. If it appears that any hardware or software or any other product, does not conform to this warranty, SUBCONTRACTOR shall within twenty-four (24) hours of receipt of notice, repair, replace or correct such non-conformity at SUBCONTRACTOR's sole expense and cost including but not limited to parts, labor, shipping, packaging, transportation and insurance.

SUBCONTRACTOR's liability hereunder shall extend to all damages proximately caused by the breach of any of the foregoing warranties and guarantees. SUBCONTRACTOR shall indemnify, defend and hold harmless FEC, from and against all claims, losses, damages, expenses and/or costs arising from SUBCONTRACTOR's breach of the aforesaid warranties and guarantees. This indemnification shall not be subject to any limitation of remedies which are contained in any agreement(s) or purchase order(s) between SUBCONTRACTOR and FEC, and shall survive the termination of any agreement(s) or purchase order(s) between said parties.

The failure of either SUBCONTRACTOR, or its' lower-tier subcontractors, suppliers or vendors, to use equipment, systems, software and hardware that in any way supports its ability to supply and/or install Products or otherwise perform its obligations under this Agreement shall not be considered as a Force Majeure event and shall not in any way relieve SUBCONTRACTOR from its duty to timely perform its obligations under this Agreement.

XX FEC by written notice, shall have the right to cancel and terminate this Subcontract Agreement and the employment of SUBCONTRACTOR for its own convenience. In such event, FEC shall pay the SUBCONTRACTOR for the Work actually performed in an amount proportionate to the Contract Price, provided the SUBCONTRACTOR is not in default.

XXI In the event Owner or Construction Manager becomes insolvent, files a petition for the benefit of creditors or enters into proceedings relating to bankruptcy, whether voluntary or involuntary, any and all payment obligations and liability to SUBCONTRACTOR from FEC shall end, and SUBCONTRACTOR's only remedies will be a) filing a claim within the bankruptcy or other proceedings, or b) accepting a proportionate amount of FEC's claim or percentage thereof relating to SUBCONTRACTOR's Work under the bankruptcy or other proceedings or settlement, if any, or c) an apportioned percentage if FEC's claim is purchased by a third party.

XXII SUBCONTRACTOR shall comply with all requirements relative to Equal Employment Opportunity and Affirmative Action Requirements. Further, SUBCONTRACTOR shall include said requirements in any subcontract or purchase order it has with any other party in such a manner so that said requirements will be binding upon those parties.

XXIII No provision contained in this Subcontract Agreement shall create or give to third parties any claim or right of action against FEC, Construction Manager and/or Owner beyond such as may legally exist in the absence of any such provision.

XXIV SUBCONTRACTOR agrees to maintain the confidentiality of all information and documentation as proprietary, confidential or otherwise restricted as to disclose such as, but not limited to, programs, codes, flow charts, logic diagrams, files and associated documentation, which are either the proprietary property of FEC or the property of others that are licensed, disclosed or entrusted to FEC. The obligations contained in this clause shall survive the expiration or termination of this Subcontract Agreement.

XXV It is the intent and understanding of the parties to this Subcontract Agreement that each and every provision of law required to be inserted in this Subcontract Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Subcontract Agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

XXVI In event of any conflict or ambiguity within the Contract Documents, this Subcontract Agreement shall take precedence and control.

XXVII This Subcontract Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Subcontract Agreement to be drafted.

XXVIII SUBCONTRACTOR must be properly licensed to perform the Work in the City, County and State in which the proposed Work is to be performed. SUBCONTRACTOR shall furnish and pay for all permits and licenses necessary to complete the Work and legal evidence of such shall be delivered to FEC.

XXIX The parties agree that for the performance of its contractual obligations, SUBCONTRACTOR shall be an independent contractor and shall not be considered an agent or servant of FEC.

XXX The individual executing this Subcontract Agreement on behalf of SUBCONTRACTOR personally certifies and warrants that by his or her execution hereof, this Subcontract Agreement shall be legally binding on and enforceable against SUBCONTRACTOR.

IN WITNESS WHEREOF the parties have executed this Subcontract Agreement on the day and year first above written.

Forest Electric Corp.

By: _____
Name: Paul Angerame
Title: Vice President

By:
Name:
Title:

EXHIBIT "A"

SCOPE OF WORK

[DETAIL SCOPE OF WORK / LIST DRAWINGS]

All other terms and conditions as described in Forest Electric Corp.'s Contract with the Construction Manager are applicable.

SUBCONTRACTOR agrees that the Work specifically set forth in this Scope of Work document includes all other work incident or related thereto, reasonably necessary to its performance and usually performed by the trades.

The Work shall be performed in a skillful and workmanlike manner with new material, products and equipment of the usual quality for a job of this type.

SUBCONTRACTOR shall provide at its expense all supervision, tools, equipment, hoisting charges, elevator charges, heat, light, power, etc. to perform its own Work.

A-1

SUBCONTRACTOR'S INITIALS _____

FE 000993

EXHIBIT "B"

INSURANCE REQUIREMENTS

Prior to inception of operations, SUBCONTRACTOR shall enroll into and comply with all aspects of the Owner Controlled Insurance Project (see attached OCIP Manual). SUBCONTRACTOR must provide evidence of off-site coverages, however in the event the SUBCONTRACTOR is not approved and enrolled into the OCIP SUBCONTRACTOR must maintain the following insurance as a minimum, in addition to coverages outlined in the OCIP Manual:

COVERAGE

LIMITS OF LIABILITY

Commercial General Liability

\$10,000,000 per Occurrence/General Aggregate Combined Single Limit Bodily Injury and Property Damage. Limits may be provided through a combination of primary and umbrella/excess policies.

Coverage(s) shall provide and encompass at least the following:

- a. X, C and U hazards, where applicable.
- b. Independent Contractors.
- c. Blanket Contractual Liability covering all Indemnity Agreements.
- d. CGL coverage written on an occurrence form.
- e. Completed Operations/Products Liability with a two (2) year extension beyond completion and acceptance of the project.
- f. Broad Form Property Damage
- g. Person Injury Liability (A,B, & C)

Auto Liability

\$1,000,000 per Occurrence Combined Single Limit Bodily Injury and Property Damage. Limits may be provided through a combination of primary and umbrella/excess policies.

Workers Compensation/Employers Liability

As determined by Statute with other states endorsement and minimum Employers Liability Limits of \$500,000 bodily injury each Accident; \$500,000 bodily injury by disease – policy limit; \$500,000 bodily injury by disease – each employee.

"All Risk" Property Insurance

Covering all material, equipment and supplies stored away from the Project site and while in due course of transit until actually delivered to the Project site and accepted, including installation. Subcontractor/vendor shall be responsible for all deductibles. Coverage shall not be less than \$2,000,000 per Occurrence.

Pollution Liability Insurance

Limits of liability of \$2,000,000 each claim and aggregate with a deductible no greater than \$100,000 each claim.

ENDORSE AS ADDITIONAL INSURED:

Forest Electric Corp., EMCOR Group, Inc., Bank One Building Corporation, its parent and affiliates, directors, officers, representatives, agents and employees, Tishman Construction Corporation of Maryland, Tishman Construction Corporation, Gensler, EYP Mission Critical Facilities, Inc., and each of their respective parent companies, corporations and/or partnerships and their owned, controlled, affiliated, associated and subsidiary companies, corporations and/or partnerships and their respective agents, consultants, principals, partners, servants, officers, directors, and employees of each and any other indemnitees as required by the contract documents.

The Certificate Holder shall be:

Forest Electric Corp.
Two Penn Plaza
New York, NY 10121

- * The following Certificate Addendum is required to be executed and returned.
- * Policies to be primary and non-contributory as respects the coverage afforded the additional insureds. If subcontractor or vendor has other insurance that is applicable to the loss, it shall be on an excess basis. SUBCONTRACTOR's liability under any policy provided hereunder shall not be reduced by the existence of such other insurance.
- * Certificate(s) of Insurance must provide for thirty (30) days written notice prior to cancellation, non-renewal or material modification of any policy to the Certificate Holder and ten (10) days written notice for non payment of premiums. Such Certificate(s) of Insurance shall have the phrase "endeavor to" deleted. Additionally, language attempting to waive the broker liability for failure to provide notice will not be permitted.
- * The insurance policies must include a waiver of subrogation clause as follows: "It is agreed that in no event will the insurance company have any right of recovery against any of the Additional Insureds".
- * All insurance carriers must be licensed in the State where the Project is located and be rated at least A-VIII in Best's.
- * SUBCONTRACTOR shall provide a copy of the Employer's First Report of Injury or its equivalent to Forest Electric Corp., attention Insurance Department, within ten (10) days of any injury or illness to any employee of the SUBCONTRACTOR arising out of, or alleged to have arisen out of or during the course of Work performed at the Project.

The SUBCONTRACTOR shall not sublet or subcontract any part of this Subcontract Agreement without assuming absolute responsibility for requiring similar insurance from its subcontractors, suppliers and vendors.

Failure of the SUBCONTRACTOR to maintain full and complete insurance may be deemed a material breach allowing Forest Electric Corp. to terminate this Subcontract Agreement, or to provide insurance at the SUBCONTRACTOR's sole expense; in neither case, however, shall the SUBCONTRACTOR's liability be lessened.

Certificate Addendum (REQUIRED) - Subcontractor's Agent or Broker must sign this Addendum OR incorporate items 1-6 below as part of the executed certificate of insurance. Note: if builders' risk / installation insurance is not required by the subcontract then item 4 need not be included.

Insured Subcontractor: _____

Certificate Holder: Forest Electric Corp.

Project Name and Number: _____

Date Certificate Issued: _____

The following provisions are incorporated into and made a part of the Certificate of Insurance:

1. **Additional Insureds**
Forest Electric Corp., EMCOR Group, Inc., all other parties so required by contract, and their respective directors, officers, representatives, agents and employees, are Additional Insureds on all policies except for Workers' Compensation, E&O / Professional Liability, Builder's Risk / Installation, and Contractor's Equipment. The required Additional Insured endorsement in the General Liability policy is ISO (Insurance Services Office) form CG20101185 or equivalent which includes ongoing and completed operations coverage. The General Liability policy shall not contain ISO form CG20101093 or equivalent, which excludes completed operations coverage.
2. **Primary and Non-Contributory**
All subcontractor insurance policies are primary and non-contributory in favor of Forest Electric Corp., Additional Insureds, Loss Payees and all other parties required by contract. The insurance of Forest Electric Corp., Additional Insureds, Loss Payees, all other parties so required by contract, and the insurance of their respective directors, officers, representatives, agents or employees, will not be called upon to contribute to any claims covered by the policies referenced in this certificate.
3. **Waiver of Subrogation**
All policies contain a waiver of subrogation in favor of Forest Electric Corp., EMCOR Group, Inc., Additional Insureds, Loss Payees, and all other entities so required by contract.
4. **Loss Payees**
Forest Electric Corp., EMCOR Group, Inc., and all other entities so required by contract, are Loss Payees with respect to the Builder's Risk / Installation Floater coverage.
5. **Umbrella Attachment**
The Excess (Umbrella) Liability policy attaches directly excess of the indicated primary General Liability, Products/Completed Operations Liability, Automobile Liability and Employers' Liability policies.
6. **Self-Insured Retentions ("SIR")**
All SIRs are fully disclosed on the Certificate of Insurance.

Signature of authorized agent or broker

Name and title (print)

Date



Forest Electric Corp.
Two Penn Plaza, Floor 4
New York, NY 10121
Phone: 212.318.1500
Fax: 212.318.1793
www.forestelectric.net

October 2, 2003

Creedon Controls
3424 Old Capitol Trail
Wilmington, DE 19808
ATTN: Pat Creedon

RE: Bank One Brandywine - CDC II
General Lighting and Power - RFP 6B REVISED 10/31/03

Dear Ms. Creedon,


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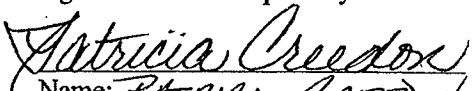
Subcontractor will furnish evidence of insurance as per Exhibit B of the Subcontract Agreement prior to proceeding with any Work.

Very truly yours,

FOREST ELECTRIC CORP.


Paul Angerame
Vice President

Agreed to and Accepted By:


Name: PATRICIA CREEDON, 11/05/03
Title: PRESIDENT

Datacom Services • Power Solutions • Technology • Facilities Management

FE 004124

SUBCONTRACT AGREEMENT

Date: September 1, 2003

Between: Forest Electric Corp. (FEC)
Two Penn Plaza
New York, NY 10121

and

(SUBCONTRACTOR)

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SUBCONTRACTOR agrees to perform such Work as set forth in Exhibit A and will provide and furnish all labor, materials, tools, supplies, equipment, plant, services, facilities, temporary facilities, supervision, administration and all other requirements necessary for the proper and complete performance of such Work in accordance with the Contract Documents. SUBCONTRACTOR agrees to perform the Work to the complete satisfaction of Owner, Construction Manager and FEC for the Contract Price set forth herein.

SUBCONTRACTOR agrees that the consideration to be paid to SUBCONTRACTOR for the performance of the Work will be _____ Dollars (\$0.00) ("Contract Price"), which Contract Price includes: (i) the cost of all materials, equipment, tools, supplies, plant, facilities and temporary services used by SUBCONTRACTOR in connection with the Work; (ii) all labor, services, supervision and administration required by SUBCONTRACTOR to complete the Work; (iii) all sales and use taxes, fees, contributions, etc. which may be imposed therein; (iv) the cost of all required insurance; and (v) the costs of an acceptable performance and payment bonds for one hundred percent (100%) of the Contract Price. The Contract Price is firm and not subject to escalation. Payments to be made in accordance with the payment schedule and subject to the terms, provisions and conditions of this Subcontract Agreement and all of the Contract Documents.

I SUBCONTRACTOR represents that it has examined or has been given the opportunity to examine (1) the site of the Work; and (2) all contractual documents associated herewith, has found no conflicts between the various documents and is familiar with the Work to be performed and the site upon which the Work will be performed and acknowledges that no conditions exist which would affect the progress, performance or price of this Agreement. SUBCONTRACTOR agrees to be bound and obligated to FEC as FEC is bound and obligated to Construction Manager and/or Owner under its Contract as to the Work provided hereunder.

II All work, labor, services and materials to be furnished, supplied or performed by the SUBCONTRACTOR (Work) must strictly comply with all Federal, State, Local, Municipal, as well as any and all other governing jurisdictions and authorities' Laws, Rules, Regulations, Statutes, Ordinances, and Directives. SUBCONTRACTOR shall comply with all safety and health laws and codes, including, but not limited to, OSHA rules and regulations and all Hazardous Communications Programs required under such laws and codes.

III FEC may, without notice to SUBCONTRACTOR's surety, make changes including the omission of Work and may order the performance of other work by a written change order. Any adjustment to the Contract Price or the time in which the Work is to be completed will be specifically set forth in the change order and if not SUBCONTRACTOR shall not be entitled to any adjustment in the Contract Price and/or time of performance. SUBCONTRACTOR shall not proceed with Work not set forth in Exhibit A until it has received a written change order or shall do so at its own risk. This paragraph shall not apply to ordinary field modifications which do not substantially increase SUBCONTRACTOR's cost of this Agreement and which will be performed without time or price adjustment.

IV SUBCONTRACTOR agrees to store all its equipment, materials, tools, and appliances in designated areas and shall be responsible for its safety and all risks of loss associated therewith.

V SUBCONTRACTOR shall continuously maintain the project site free from all dirt, rubbish, debris and other waste materials, and shall daily collect and remove such items from the project site without unnecessary delay.

VI SUBCONTRACTOR shall furnish sufficient forces to assure proper performance of the Work and to maintain proper and timely progress of its Work, both without additional compensation. If, in the opinion of FEC, SUBCONTRACTOR fails to furnish such forces or maintain such progress, FEC, at its option, shall be entitled to terminate this Subcontract Agreement.

VII SUBCONTRACTOR shall as an independent contractor of FEC, to the fullest extent permitted by law, to defend, indemnify and hold harmless FEC, Construction Manager, and Bank One, each of their respective officers, directors, partners, representatives, agents and employees against any and all damages, liabilities and costs, including reasonable attorneys' fees and all court costs, arising from the negligent acts of SUBCONTRACTOR, and its subcontractors, or anyone for whom SUBCONTRACTOR is legally liable in the performance of Work under this Subcontract Agreement, to the extent that SUBCONTRACTOR is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between SUBCONTRACTOR and FEC or any other indemnitee herein. SUBCONTRACTOR shall not be obligated to indemnify FEC or any other indemnitee for the negligence of FEC or any other indemnitee. Under this provision, to the extent the SUBCONTRACTOR shall be required to provide defense and indemnification, the FEC and/or Owner shall have the right to approve counsel to conduct such defense.

To the fullest extent permitted by law, SUBCONTRACTOR shall defend, indemnify and hold harmless FEC, Construction Manager and Bank One, each of their respective officers, directors, partners and employees from and against any and all claims, suits, liens, judgments, damages, losses, costs and expenses incurred, including reasonable attorneys' fees, related to property damage and/or personal injury or death to employees of SUBCONTRACTOR, and/or employees of subcontractors of SUBCONTRACTOR, and/or any third party to the extent arising from the negligent acts, omissions or default of the SUBCONTRACTOR, its employees, directors, officers, agents or subcontractors, or others for whom the SUBCONTRACTOR is legally liable. Under this provision, to the extent the SUBCONTRACTOR shall be required to provide defense and indemnification, the FEC and/or Owner shall have the right to approve counsel to conduct such defense.

VIII As part of the SUBCONTRACTOR's overall obligation to protect others and to defend and hold FEC harmless from all liability and costs the SUBCONTRACTOR shall obtain and maintain, at its expense, full and complete insurance coverage as may be specified in this Subcontract Agreement ("Exhibit B") and in the Contract Documents. The insurance procurement requirement of this provision is consistent with and made part of the indemnification and hold harmless provision of this Subcontract Agreement. FEC is not responsible to provide any protective services for the SUBCONTRACTOR's benefit and shall not be held liable for any loss or damage to SUBCONTRACTOR's Work, materials, tools or appliances.

IX SUBCONTRACTOR may not assign or sublet this Subcontract Agreement, in whole or in part, without the prior written consent of FEC.

X Upon breach of any of the terms and/or conditions of this Subcontract Agreement or the Contract Documents or the insolvency of the SUBCONTRACTOR, FEC upon written notice to the SUBCONTRACTOR shall have the right, without terminating this Subcontract Agreement, to provide through itself or through others, any labor, materials, supplies, equipment, tools, plant, services, supervision and/or administration for the performance of the Work, or any portion thereof, and deduct the cost thereof from any money due or thereafter to become due to the SUBCONTRACTOR under the Subcontract Agreement. FEC also may, in its sole discretion, in addition to, or in lieu of the exercise of the aforesaid right, after written notice as aforesaid, terminate this Subcontract Agreement and the employment of the SUBCONTRACTOR and its right to proceed. In such event FEC may finish the Work by whatever method it may deem expedient and the SUBCONTRACTOR shall be liable to FEC for any excess cost incurred by FEC thereby, together with all other damages (including consequential damages) arising out of, under or in connection with the breach by SUBCONTRACTOR. In the event of default by SUBCONTRACTOR, FEC, in addition to the remedies set forth above, has the right of offset against any monies due the SUBCONTRACTOR at the time of default, or thereafter to become due in connection with this or any other project.

If after termination of the Subcontract Agreement and the employment of the SUBCONTRACTOR, it is determined that the SUBCONTRACTOR was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of FEC pursuant to Article XX hereof.

XI The SUBCONTRACTOR shall become entitled to receive progress payments for its Work duly performed during the payment periods as established in the Contract Documents and this Subcontract Agreement. To the extent permitted by law, it is specifically understood and agreed that payment to SUBCONTRACTOR is dependent on the condition precedent that FEC receives payment from Construction Manager and/or Owner for SUBCONTRACTOR's Work. SUBCONTRACTOR agrees to look solely to such funds for payment.

SUBCONTRACTOR must submit its requisition, in proper form, to FEC at least five (5) days prior to the requisition date set forth in the Contract Documents. The estimate of the principal amount as determined by FEC shall be binding on the SUBCONTRACTOR and progress payments shall not exceed ninety (90%) percent of the amount requisitioned by the SUBCONTRACTOR. Final payment shall become payable sixty (60) days after final completion and acceptance of the Work and receipt of payment by FEC from Construction Manager, including any retainers, which payment shall be a condition precedent to FEC's obligation to pay SUBCONTRACTOR. Prior to any payment SUBCONTRACTOR shall prove that its Work is free and clear from any and all liens and claims and shall furnish all required lien waivers and releases in connection with the final payment and all interim progress payments.

The terms, provisions and conditions of this Subcontract Agreement are not intended to nor shall they be construed as in anyway prohibiting, diminishing or abrogating SUBCONTRACTOR's right to file and enforce a mechanics' lien under the Lien Laws of the State in which the Project is located, and SUBCONTRACTOR shall be entitled to pursue any and all rights to which it may be entitled under such Lien Law in event FEC does not pay SUBCONTRACTOR amounts earned hereunder, including non-payment resulting from delayed payments or non-payment by third parties to FEC.

Acceptance of final payment by the SUBCONTRACTOR constitutes a general release of Owner, Construction Manager, FEC and its Surety, if any.

XII SUBCONTRACTOR shall discharge any Notice of Lien or other encumbrance filed against the SUBCONTRACTOR, FEC, Construction Manager, Owner, the Project or any monies earned by the SUBCONTRACTOR or FEC, should such lien result from failure of SUBCONTRACTOR to pay its obligations.

XIII The validity, interpretation and performance of this Subcontract Agreement shall be governed by the Laws of the State of Delaware and any judicial proceeding shall be brought in the County of New Castle and State of Delaware within two (2) years of the date the cause of action accrued, but in no event after final payment to the SUBCONTRACTOR. SUBCONTRACTOR agrees to participate in and be bound by any proceedings which directly or indirectly relates to this Subcontract Agreement (whether it be litigation, arbitration and/or mediation). No dispute or controversy shall interfere with the progress of construction and SUBCONTRACTOR shall proceed with the Work without causing interruption, deficiency or delay.

XIV Time of performance is of the essence of this Subcontract Agreement and the SUBCONTRACTOR agrees that it will perform its Work in accordance with the Construction Schedule prepared from time to time by FEC or the Construction Manager and that it will not delay any of the work being performed by other contractors or subcontractors or the progress of the project including that of the Construction Manager or FEC. SUBCONTRACTOR agrees that it will be responsible for all damage(s) caused by its delay(s) during the course of the performance of its Work.

Should the SUBCONTRACTOR's Work be delayed, hindered, obstructed, interfered with, and/or accelerated by a cause or causes beyond the control of the SUBCONTRACTOR, the sole remedy available to the SUBCONTRACTOR shall be an equitable extension of time for the performance of its Work provided FEC is correspondingly entitled to such equitable extension of time from Owner or Construction Manager and under no circumstances shall SUBCONTRACTOR be entitled to any increase in the Contract Price or to damages as a consequence or result of such delay, hindrance, obstruction, interference, and/or acceleration, and SUBCONTRACTOR's sole remedy shall be any equitable extension of time for the performance of its Work.

XV This Subcontract Agreement cannot be changed, modified or altered orally. It supersedes all prior representations made by FEC and is conditional upon the approval of the SUBCONTRACTOR by the Construction Manager and/or Owner. If any term or provision of this Agreement is found invalid, illegal or unenforceable, such term or provision shall be deemed severed from this Subcontract Agreement and it shall not affect the validity and enforcement of all remaining terms and conditions of this Subcontract Agreement.

XVI The SUBCONTRACTOR shall be responsible and liable for all costs, disbursements and expenses, including attorney's fees, incurred by FEC as a result of FEC having to defend or take part in any action or proceeding which directly or indirectly relates to acts or omissions of the SUBCONTRACTOR, its employees, directors, officers, agents, or its subcontractors, suppliers or vendors.

XVII SUBCONTRACTOR shall maintain and preserve for a period of five (5) years after final payment under this Subcontract Agreement all records and accounts pertaining to Work performed for FEC. FEC shall have the right to audit, copy and inspect said records and accounts at all reasonable times during the course of such Work, and for five (5) years following completion of the Work, for the purpose of verifying units furnished and costs incurred, as applicable.

XVIII SUBCONTRACTOR to submit a single guarantee stating that all portions of the Work are in accordance with contractual requirements. SUBCONTRACTOR guarantees all Work against faulty and improper material and workmanship for a period of one (1) year from date of final acceptance by the Owner, except that where guarantees or warranties for longer terms are specified herein or in the Contract Documents, such longer term shall apply. At no additional cost to Owner, Construction Manager or FEC, within twenty-four (24) hours after notification, SUBCONTRACTOR shall correct any deficiencies which occur during the guarantee period, all to the satisfaction of the Owner and/or Construction Manager.

XIX SUBCONTRACTOR represents and warrants that any equipment, product, system, software, hardware or application of same ("Product") provided and/or installed is Year 2000 compliant (will function properly and without interruption before, during and after January 1, 2000) and that all data and files, enhancements, upgrades, customizations and modifications, shall accurately process date and time data. will be Year 2000 compliant. If it appears that any hardware or software or any other product, does not conform to this warranty, SUBCONTRACTOR shall within twenty-four (24) hours of receipt of notice, repair, replace or correct such non-conformity at SUBCONTRACTOR's sole expense and cost including but not limited to parts, labor, shipping, packaging, transportation and insurance.

SUBCONTRACTOR's liability hereunder shall extend to all damages proximately caused by the breach of any of the foregoing warranties and guarantees. SUBCONTRACTOR shall indemnify, defend and hold harmless FEC, from and against all claims, losses, damages, expenses and/or costs arising from SUBCONTRACTOR's breach of the aforesaid warranties and guarantees. This indemnification shall not be subject to any limitation of remedies which are contained in any agreement(s) or purchase order(s) between SUBCONTRACTOR and FEC, and shall survive the termination of any agreement(s) or purchase order(s) between said parties.

The failure of either SUBCONTRACTOR, or its' lower-tier subcontractors, suppliers or vendors, to use equipment, systems, software and hardware that in any way supports its ability to supply and/or install Products or otherwise perform its obligations under this Agreement shall not be considered as a Force Majeure event and shall not in any way relieve SUBCONTRACTOR from its duty to timely perform its obligations under this Agreement.

XX FEC by written notice, shall have the right to cancel and terminate this Subcontract Agreement and the employment of SUBCONTRACTOR for its own convenience. In such event, FEC shall pay the SUBCONTRACTOR for the Work actually performed in an amount proportionate to the Contract Price, provided the SUBCONTRACTOR is not in default.

XXI In the event Owner or Construction Manager becomes insolvent, files a petition for the benefit of creditors or enters into proceedings relating to bankruptcy, whether voluntary or involuntary, any and all payment obligations and liability to SUBCONTRACTOR from FEC shall end, and SUBCONTRACTOR's only remedies will be a) filing a claim within the bankruptcy or other proceedings, or b) accepting a proportionate amount of FEC's claim or percentage thereof relating to SUBCONTRACTOR's Work under the bankruptcy or other proceedings or settlement, if any, or c) an apportioned percentage if FEC's claim is purchased by a third party.

XXII SUBCONTRACTOR shall comply with all requirements relative to Equal Employment Opportunity and Affirmative Action Requirements. Further, SUBCONTRACTOR shall include said requirements in any subcontract or purchase order it has with any other party in such a manner so that said requirements will be binding upon those parties.

XXIII No provision contained in this Subcontract Agreement shall create or give to third parties any claim or right of action against FEC, Construction Manager and/or Owner beyond such as may legally exist in the absence of any such provision.

XXIV SUBCONTRACTOR agrees to maintain the confidentiality of all information and documentation as proprietary, confidential or otherwise restricted as to disclose such as, but not limited to, programs, codes, flow charts, logic diagrams, files and associated documentation, which are either the proprietary property of FEC or the property of others that are licensed, disclosed or entrusted to FEC. The obligations contained in this clause shall survive the expiration or termination of this Subcontract Agreement.

XXV It is the intent and understanding of the parties to this Subcontract Agreement that each and every provision of law required to be inserted in this Subcontract Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Subcontract Agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

XXVI In event of any conflict or ambiguity within the Contract Documents, this Subcontract Agreement shall take precedence and control.

XXVII This Subcontract Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Subcontract Agreement to be drafted.

XXVIII SUBCONTRACTOR must be properly licensed to perform the Work in the City, County and State in which the proposed Work is to be performed. SUBCONTRACTOR shall furnish and pay for all permits and licenses necessary to complete the Work and legal evidence of such shall be delivered to FEC.

XXIX The parties agree that for the performance of its contractual obligations, SUBCONTRACTOR shall be an independent contractor and shall not be considered an agent or servant of FEC.

XXX The individual executing this Subcontract Agreement on behalf of SUBCONTRACTOR personally certifies and warrants that by his or her execution hereof, this Subcontract Agreement shall be legally binding on and enforceable against SUBCONTRACTOR.

IN WITNESS WHEREOF the parties have executed this Subcontract Agreement on the day and year first above written.

Forest Electric Corp.

By: _____
Name: Paul Angerame
Title: Vice President

By:
Name:
Title:

EXHIBIT "A"

SCOPE OF WORK

[DETAIL SCOPE OF WORK / LIST DRAWINGS]

All other terms and conditions as described in Forest Electric Corp.'s Contract with the Construction Manager are applicable.

SUBCONTRACTOR agrees that the Work specifically set forth in this Scope of Work document includes all other work incident or related thereto, reasonably necessary to its performance and usually performed by the trades.

The Work shall be performed in a skillful and workmanlike manner with new material, products and equipment of the usual quality for a job of this type.

SUBCONTRACTOR shall provide at its expense all supervision, tools, equipment, hoisting charges, elevator charges, heat, light, power, etc. to perform its own Work.

A-1

SUBCONTRACTOR'S INITIALS _____

FE 000993

EXHIBIT "B"

INSURANCE REQUIREMENTS

Prior to inception of operations, SUBCONTRACTOR shall enroll into and comply with all aspects of the Owner Controlled Insurance Project (see attached OCIP Manual). SUBCONTRACTOR must provide evidence of off-site coverages, however in the event the SUBCONTRACTOR is not approved and enrolled into the OCIP SUBCONTRACTOR must maintain the following insurance as a minimum, in addition to coverages outlined in the OCIP Manual:

COVERAGE

LIMITS OF LIABILITY

Commercial General Liability

\$10,000,000 per Occurrence/General Aggregate Combined Single Limit Bodily Injury and Property Damage. Limits may be provided through a combination of primary and umbrella/excess policies.

Coverage(s) shall provide and encompass at least the following:

- a. X, C and U hazards, where applicable.
- b. Independent Contractors.
- c. Blanket Contractual Liability covering all Indemnity Agreements.
- d. CGL coverage written on an occurrence form.
- e. Completed Operations/Products Liability with a two (2) year extension beyond completion and acceptance of the project.
- f. Broad Form Property Damage
- g. Person Injury Liability (A,B, & C)

Auto Liability

\$1,000,000 per Occurrence Combined Single Limit Bodily Injury and Property Damage. Limits may be provided through a combination of primary and umbrella/excess policies.

Workers Compensation/Employers Liability

As determined by Statute with other states endorsement and minimum Employers Liability Limits of \$500,000 bodily injury each Accident; \$500,000 bodily injury by disease – policy limit; \$500,000 bodily injury by disease – each employee.

"All Risk" Property Insurance

Covering all material, equipment and supplies stored away from the Project site and while in due course of transit until actually delivered to the Project site and accepted, including installation. Subcontractor/vendor shall be responsible for all deductibles. Coverage shall not be less than \$2,000,000 per Occurrence.

Pollution Liability Insurance

Limits of liability of \$2,000,000 each claim and aggregate with a deductible no greater than \$100,000 each claim.

ENDORSE AS ADDITIONAL INSURED:

Forest Electric Corp., EMCOR Group, Inc., Bank One Building Corporation, its parent and affiliates, directors, officers, representatives, agents and employees, Tishman Construction Corporation of Maryland, Tishman Construction Corporation, Gensler, EYP Mission Critical Facilities, Inc., and each of their respective parent companies, corporations and/or partnerships and their owned, controlled, affiliated, associated and subsidiary companies, corporations and/or partnerships and their respective agents, consultants, principals, partners, servants, officers, directors, and employees of each and any other indemnitees as required by the contract documents.

The Certificate Holder shall be:

Forest Electric Corp.
Two Penn Plaza
New York, NY 10121

- * The following Certificate Addendum is required to be executed and returned.
- * Policies to be primary and non-contributory as respects the coverage afforded the additional insureds. If subcontractor or vendor has other insurance that is applicable to the loss, it shall be on an excess basis. SUBCONTRACTOR's liability under any policy provided hereunder shall not be reduced by the existence of such other insurance.
- * Certificate(s) of Insurance must provide for thirty (30) days written notice prior to cancellation, non-renewal or material modification of any policy to the Certificate Holder and ten (10) days written notice for non payment of premiums. Such Certificate(s) of Insurance shall have the phrase "endeavor to" deleted. Additionally, language attempting to waive the broker liability for failure to provide notice will not be permitted.
- * The insurance policies must include a waiver of subrogation clause as follows: "It is agreed that in no event will the insurance company have any right of recovery against any of the Additional Insureds".
- * All insurance carriers must be licensed in the State where the Project is located and be rated at least A-VIII in Best's.
- * SUBCONTRACTOR shall provide a copy of the Employer's First Report of Injury or its equivalent to Forest Electric Corp., attention Insurance Department, within ten (10) days of any injury or illness to any employee of the SUBCONTRACTOR arising out of, or alleged to have arisen out of or during the course of Work performed at the Project.

The SUBCONTRACTOR shall not sublet or subcontract any part of this Subcontract Agreement without assuming absolute responsibility for requiring similar insurance from its subcontractors, suppliers and vendors.

Failure of the SUBCONTRACTOR to maintain full and complete insurance may be deemed a material breach allowing Forest Electric Corp. to terminate this Subcontract Agreement, or to provide insurance at the SUBCONTRACTOR's sole expense; in neither case, however, shall the SUBCONTRACTOR's liability be lessened.

Certificate Addendum (REQUIRED) - Subcontractor's Agent or Broker must sign this Addendum OR incorporate items 1-6 below as part of the executed certificate of insurance. Note: if builders' risk / installation insurance is not required by the subcontract then item 4 need not be included.

Insured Subcontractor: _____

Certificate Holder: Forest Electric Corp.

Project Name and Number: _____

Date Certificate Issued: _____

The following provisions are incorporated into and made a part of the Certificate of Insurance:

1. **Additional Insureds**
Forest Electric Corp., EMCOR Group, Inc., all other parties so required by contract, and their respective directors, officers, representatives, agents and employees, are Additional Insureds on all policies except for Workers' Compensation, E&O / Professional Liability, Builder's Risk / Installation, and Contractor's Equipment. The required Additional Insured endorsement in the General Liability policy is ISO (Insurance Services Office) form CG20101185 or equivalent which includes ongoing and completed operations coverage. The General Liability policy shall not contain ISO form CG20101093 or equivalent, which excludes completed operations coverage.
2. **Primary and Non-Contributory**
All subcontractor insurance policies are primary and non-contributory in favor of Forest Electric Corp., Additional Insureds, Loss Payees and all other parties required by contract. The insurance of Forest Electric Corp., Additional Insureds, Loss Payees, all other parties so required by contract, and the insurance of their respective directors, officers, representatives, agents or employees, will not be called upon to contribute to any claims covered by the policies referenced in this certificate.
3. **Waiver of Subrogation**
All policies contain a waiver of subrogation in favor of Forest Electric Corp., EMCOR Group, Inc., Additional Insureds, Loss Payees, and all other entities so required by contract.
4. **Loss Payees**
Forest Electric Corp., EMCOR Group, Inc., and all other entities so required by contract, are Loss Payees with respect to the Builder's Risk / Installation Floater coverage.
5. **Umbrella Attachment**
The Excess (Umbrella) Liability policy attaches directly excess of the indicated primary General Liability, Products/Completed Operations Liability, Automobile Liability and Employers' Liability policies.
6. **Self-Insured Retentions ("SIR")**
All SIRs are fully disclosed on the Certificate of Insurance.

Signature of authorized agent or broker

Name and title (print)

Date

02/10/2004 15:01 3028922002

CREEDON CONTROLS

PAGE 02



Forest Electric Corp.
Two Penn Plaza, Floor 4
New York, NY 10121
Phone: 212.318.1500
Fax: 212.318.1783
www.forestelectric.net

February 06, 2004

Ms. Patricia Creedon
Creedon Controls Inc.
3424 Old Capitol Trail
Wilmington, DE 19808

RE: Bank One Brandywine CDC II
IT Cable Conveyance System - Pod A - RFP 21B

Dear Ms. Creedon,

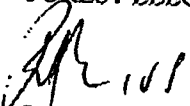
This letter is to acknowledge our mutual desire to enter into a Subcontract Agreement with Creedon Controls Inc. on the above referenced Project for a lump sum of \$1,080,000.00 for electrical services, based on your Response to an Invitation to Bid - Best and Final Price, February 04, 2004, with a proposed delivery date as per submitted schedule.

Although the Prime Contract Documents have not been finalized, it is the intent of the parties to begin Work and will endeavor to enter into and execute a definite Subcontract Agreement defining the construction services which shall include, in addition to other terms and conditions, customary representations, warranties, bonding, indemnities, and insurance from Subcontract Agreement executed. Subcontractor agrees to be bound to the terms and conditions of the Subcontract Agreement as attached hereto as Exhibit 1.

Subcontractor will furnish evidence of insurance as per Exhibit B of the Subcontract Agreement prior to proceeding with any Work.


Very truly yours,

FOREST ELECTRIC CORP.


Paul Angerame
Vice President

This Letter of Intent is accepted and will be considered executed after the required subsequent review, modification, negotiations, and implementation of the advice from Creedon Controls Inc.'s legal council, allowing 14 days for response to address terms, conditions, scope of work and any/all other items requiring additional considerations.

Agreed to and Accepted By:


Name: PATRICIA CREEDON
Title: PRESIDENT

Datacom Services • Power Solutions • Technology • Facilities Management

FE 001023

Doc. 6

X

SUBCONTRACT AGREEMENT

Date: September 1, 2003

Between: Forest Electric Corp. (FEC)
Two Penn Plaza
New York, NY 10121

and

(SUBCONTRACTOR)

Forest Electric Corp. ("FEC") desires to engage SUBCONTRACTOR to perform certain Work, as set forth in the Scope of Work document ("Exhibit A") attached hereto, under FEC's Contract with Tishman Construction Corporation of Maryland ("Construction Manager"), the terms of which, along with all drawings, specifications and other documents associated therewith, are incorporated herein by reference, made a part hereof and which together with this Subcontract Agreement are collectively referred to as the "Contract Documents". The Project(s) are known as Bank One, Bear CDC I and Brandywine CDC II, located in the State of Delaware.

SUBCONTRACTOR agrees to perform such Work as set forth in Exhibit A and will provide and furnish all labor, materials, tools, supplies, equipment, plant, services, facilities, temporary facilities, supervision, administration and all other requirements necessary for the proper and complete performance of such Work in accordance with the Contract Documents. SUBCONTRACTOR agrees to perform the Work to the complete satisfaction of Owner, Construction Manager and FEC for the Contract Price set forth herein.

SUBCONTRACTOR agrees that the consideration to be paid to SUBCONTRACTOR for the performance of the Work will be _____ Dollars (\$0.00) ("Contract Price"), which Contract Price includes: (i) the cost of all materials, equipment, tools, supplies, plant, facilities and temporary services used by SUBCONTRACTOR in connection with the Work; (ii) all labor, services, supervision and administration required by SUBCONTRACTOR to complete the Work; (iii) all sales and use taxes, fees, contributions, etc. which may be imposed therein; (iv) the cost of all required insurance; and (v) the costs of an acceptable performance and payment bonds for one hundred percent (100%) of the Contract Price. The Contract Price is firm and not subject to escalation. Payments to be made in accordance with the payment schedule and subject to the terms, provisions and conditions of this Subcontract Agreement and all of the Contract Documents.

I SUBCONTRACTOR represents that it has examined or has been given the opportunity to examine (1) the site of the Work; and (2) all contractual documents associated herewith, has found no conflicts between the various documents and is familiar with the Work to be performed and the site upon which the Work will be performed and acknowledges that no conditions exist which would affect the progress, performance or price of this Agreement. SUBCONTRACTOR agrees to be bound and obligated to FEC as FEC is bound and obligated to Construction Manager and/or Owner under its Contract as to the Work provided hereunder.

II All work, labor, services and materials to be furnished, supplied or performed by the SUBCONTRACTOR (Work) must strictly comply with all Federal, State, Local, Municipal, as well as any and all other governing jurisdictions and authorities' Laws, Rules, Regulations, Statutes, Ordinances, and Directives. SUBCONTRACTOR shall comply with all safety and health laws and codes, including, but not limited to, OSHA rules and regulations and all Hazardous Communications Programs required under such laws and codes.

III FEC may, without notice to SUBCONTRACTOR's surety, make changes including the omission of Work and may order the performance of other work by a written change order. Any adjustment to the Contract Price or the time in which the Work is to be completed will be specifically set forth in the change order and if not SUBCONTRACTOR shall not be entitled to any adjustment in the Contract Price and/or time of performance. SUBCONTRACTOR shall not proceed with Work not set forth in Exhibit A until it has received a written change order or shall do so at its own risk. This paragraph shall not apply to ordinary field modifications which do not substantially increase SUBCONTRACTOR's cost of this Agreement and which will be performed without time or price adjustment.

IV SUBCONTRACTOR agrees to store all its equipment, materials, tools, and appliances in designated areas and shall be responsible for its safety and all risks of loss associated therewith.

V SUBCONTRACTOR shall continuously maintain the project site free from all dirt, rubbish, debris and other waste materials, and shall daily collect and remove such items from the project site without unnecessary delay.

VI SUBCONTRACTOR shall furnish sufficient forces to assure proper performance of the Work and to maintain proper and timely progress of its Work, both without additional compensation. If, in the opinion of FEC, SUBCONTRACTOR fails to furnish such forces or maintain such progress, FEC, at its option, shall be entitled to terminate this Subcontract Agreement.

VII SUBCONTRACTOR shall as an independent contractor of FEC, to the fullest extent permitted by law, to defend, indemnify and hold harmless FEC, Construction Manager, and Bank One, each of their respective officers, directors, partners, representatives, agents and employees against any and all damages, liabilities and costs, including reasonable attorneys' fees and all court costs, arising from the negligent acts of SUBCONTRACTOR, and its subcontractors, or anyone for whom SUBCONTRACTOR is legally liable in the performance of Work under this Subcontract Agreement, to the extent that SUBCONTRACTOR is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between SUBCONTRACTOR and FEC or any other indemnitee herein. SUBCONTRACTOR shall not be obligated to indemnify FEC or any other indemnitee for the negligence of FEC or any other indemnitee. Under this provision, to the extent the SUBCONTRACTOR shall be required to provide defense and indemnification, the FEC and/or Owner shall have the right to approve counsel to conduct such defense.

To the fullest extent permitted by law, SUBCONTRACTOR shall defend, indemnify and hold harmless FEC, Construction Manager and Bank One, each of their respective officers, directors, partners and employees from and against any and all claims, suits, liens, judgments, damages, losses, costs and expenses incurred, including reasonable attorneys' fees, related to property damage and/or personal injury or death to employees of SUBCONTRACTOR, and/or employees of subcontractors of SUBCONTRACTOR, and/or any third party to the extent arising from the negligent acts, omissions or default of the SUBCONTRACTOR, its employees, directors, officers, agents or subcontractors, or others for whom the SUBCONTRACTOR is legally liable. Under this provision, to the extent the SUBCONTRACTOR shall be required to provide defense and indemnification, the FEC and/or Owner shall have the right to approve counsel to conduct such defense.

VIII As part of the SUBCONTRACTOR's overall obligation to protect others and to defend and hold FEC harmless from all liability and costs the SUBCONTRACTOR shall obtain and maintain, at its expense, full and complete insurance coverage as may be specified in this Subcontract Agreement ("Exhibit B") and in the Contract Documents. The insurance procurement requirement of this provision is consistent with and made part of the indemnification and hold harmless provision of this Subcontract Agreement. FEC is not responsible to provide any protective services for the SUBCONTRACTOR's benefit and shall not be held liable for any loss or damage to SUBCONTRACTOR's Work, materials, tools or appliances.

IX SUBCONTRACTOR may not assign or sublet this Subcontract Agreement, in whole or in part, without the prior written consent of FEC.

X Upon breach of any of the terms and/or conditions of this Subcontract Agreement or the Contract Documents or the insolvency of the SUBCONTRACTOR, FEC upon written notice to the SUBCONTRACTOR shall have the right, without terminating this Subcontract Agreement, to provide through itself or through others, any labor, materials, supplies, equipment, tools, plant, services, supervision and/or administration for the performance of the Work, or any portion thereof, and deduct the cost thereof from any money due or thereafter to become due to the SUBCONTRACTOR under the Subcontract Agreement. FEC also may, in its sole discretion, in addition to, or in lieu of the exercise of the aforesaid right, after written notice as aforesaid, terminate this Subcontract Agreement and the employment of the SUBCONTRACTOR and its right to proceed. In such event FEC may finish the Work by whatever method it may deem expedient and the SUBCONTRACTOR shall be liable to FEC for any excess cost incurred by FEC thereby, together with all other damages (including consequential damages) arising out of, under or in connection with the breach by SUBCONTRACTOR. In the event of default by SUBCONTRACTOR, FEC, in addition to the remedies set forth above, has the right of offset against any monies due the SUBCONTRACTOR at the time of default, or thereafter to become due in connection with this or any other project.

If after termination of the Subcontract Agreement and the employment of the SUBCONTRACTOR, it is determined that the SUBCONTRACTOR was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of FEC pursuant to Article XX hereof.

XI The SUBCONTRACTOR shall become entitled to receive progress payments for its Work duly performed during the payment periods as established in the Contract Documents and this Subcontract Agreement. To the extent permitted by law, it is specifically understood and agreed that payment to SUBCONTRACTOR is dependent on the condition precedent that FEC receives payment from Construction Manager and/or Owner for SUBCONTRACTOR's Work. SUBCONTRACTOR agrees to look solely to such funds for payment.

SUBCONTRACTOR must submit its requisition, in proper form, to FEC at least five (5) days prior to the requisition date set forth in the Contract Documents. The estimate of the principal amount as determined by FEC shall be binding on the SUBCONTRACTOR and progress payments shall not exceed ninety (90%) percent of the amount requisitioned by the SUBCONTRACTOR. Final payment shall become payable sixty (60) days after final completion and acceptance of the Work and receipt of payment by FEC from Construction Manager, including any retainers, which payment shall be a condition precedent to FEC's obligation to pay SUBCONTRACTOR. Prior to any payment SUBCONTRACTOR shall prove that its Work is free and clear from any and all liens and claims and shall furnish all required lien waivers and releases in connection with the final payment and all interim progress payments.

The terms, provisions and conditions of this Subcontract Agreement are not intended to nor shall they be construed as in anyway prohibiting, diminishing or abrogating SUBCONTRACTOR's right to file and enforce a mechanics' lien under the Lien Laws of the State in which the Project is located, and SUBCONTRACTOR shall be entitled to pursue any and all rights to which it may be entitled under such Lien Law in event FEC does not pay SUBCONTRACTOR amounts earned hereunder, including non-payment resulting from delayed payments or non-payment by third parties to FEC.

Acceptance of final payment by the SUBCONTRACTOR constitutes a general release of Owner, Construction Manager, FEC and its Surety, if any.

XII SUBCONTRACTOR shall discharge any Notice of Lien or other encumbrance filed against the SUBCONTRACTOR, FEC, Construction Manager, Owner, the Project or any monies earned by the SUBCONTRACTOR or FEC, should such lien result from failure of SUBCONTRACTOR to pay its obligations.

XIII The validity, interpretation and performance of this Subcontract Agreement shall be governed by the Laws of the State of Delaware and any judicial proceeding shall be brought in the County of New Castle and State of Delaware within two (2) years of the date the cause of action accrued, but in no event after final payment to the SUBCONTRACTOR. SUBCONTRACTOR agrees to participate in and be bound by any proceedings which directly or indirectly relates to this Subcontract Agreement (whether it be litigation, arbitration and/or mediation). No dispute or controversy shall interfere with the progress of construction and SUBCONTRACTOR shall proceed with the Work without causing interruption, deficiency or delay.

XIV Time of performance is of the essence of this Subcontract Agreement and the SUBCONTRACTOR agrees that it will perform its Work in accordance with the Construction Schedule prepared from time to time by FEC or the Construction Manager and that it will not delay any of the work being performed by other contractors or subcontractors or the progress of the project including that of the Construction Manager or FEC. SUBCONTRACTOR agrees that it will be responsible for all damage(s) caused by its delay(s) during the course of the performance of its Work.

Should the SUBCONTRACTOR's Work be delayed, hindered, obstructed, interfered with, and/or accelerated by a cause or causes beyond the control of the SUBCONTRACTOR, the sole remedy available to the SUBCONTRACTOR shall be an equitable extension of time for the performance of its Work provided FEC is correspondingly entitled to such equitable extension of time from Owner or Construction Manager and under no circumstances shall SUBCONTRACTOR be entitled to any increase in the Contract Price or to damages as a consequence or result of such delay, hindrance, obstruction, interference, and/or acceleration, and SUBCONTRACTOR's sole remedy shall be any equitable extension of time for the performance of its Work.

XV This Subcontract Agreement cannot be changed, modified or altered orally. It supersedes all prior representations made by FEC and is conditional upon the approval of the SUBCONTRACTOR by the Construction Manager and/or Owner. If any term or provision of this Agreement is found invalid, illegal or unenforceable, such term or provision shall be deemed severed from this Subcontract Agreement and it shall not affect the validity and enforcement of all remaining terms and conditions of this Subcontract Agreement.

XVI The SUBCONTRACTOR shall be responsible and liable for all costs, disbursements and expenses, including attorney's fees, incurred by FEC as a result of FEC having to defend or take part in any action or proceeding which directly or indirectly relates to acts or omissions of the SUBCONTRACTOR, its employees, directors, officers, agents, or its subcontractors, suppliers or vendors.

XVII SUBCONTRACTOR shall maintain and preserve for a period of five (5) years after final payment under this Subcontract Agreement all records and accounts pertaining to Work performed for FEC. FEC shall have the right to audit, copy and inspect said records and accounts at all reasonable times during the course of such Work, and for five (5) years following completion of the Work, for the purpose of verifying units furnished and costs incurred, as applicable.

XVIII SUBCONTRACTOR to submit a single guarantee stating that all portions of the Work are in accordance with contractual requirements. SUBCONTRACTOR guarantees all Work against faulty and improper material and workmanship for a period of one (1) year from date of final acceptance by the Owner, except that where guarantees or warranties for longer terms are specified herein or in the Contract Documents, such longer term shall apply. At no additional cost to Owner, Construction Manager or FEC, within twenty-four (24) hours after notification, SUBCONTRACTOR shall correct any deficiencies which occur during the guarantee period, all to the satisfaction of the Owner and/or Construction Manager.

XIX SUBCONTRACTOR represents and warrants that any equipment, product, system, software, hardware or application of same ("Product") provided and/or installed is Year 2000 compliant (will function properly and without interruption before, during and after January 1, 2000) and that all data and files, enhancements, upgrades, customizations and modifications, shall accurately process date and time data. will be Year 2000 compliant. If it appears that any hardware or software or any other product, does not conform to this warranty, SUBCONTRACTOR shall within twenty-four (24) hours of receipt of notice, repair, replace or correct such non-conformity at SUBCONTRACTOR's sole expense and cost including but not limited to parts, labor, shipping, packaging, transportation and insurance.

SUBCONTRACTOR's liability hereunder shall extend to all damages proximately caused by the breach of any of the foregoing warranties and guarantees. SUBCONTRACTOR shall indemnify, defend and hold harmless FEC, from and against all claims, losses, damages, expenses and/or costs arising from SUBCONTRACTOR's breach of the aforesaid warranties and guarantees. This indemnification shall not be subject to any limitation of remedies which are contained in any agreement(s) or purchase order(s) between SUBCONTRACTOR and FEC, and shall survive the termination of any agreement(s) or purchase order(s) between said parties.

The failure of either SUBCONTRACTOR, or its' lower-tier subcontractors, suppliers or vendors, to use equipment, systems, software and hardware that in any way supports its ability to supply and/or install Products or otherwise perform its obligations under this Agreement shall not be considered as a Force Majeure event and shall not in any way relieve SUBCONTRACTOR from its duty to timely perform its obligations under this Agreement.

XX FEC by written notice, shall have the right to cancel and terminate this Subcontract Agreement and the employment of SUBCONTRACTOR for its own convenience. In such event, FEC shall pay the SUBCONTRACTOR for the Work actually performed in an amount proportionate to the Contract Price, provided the SUBCONTRACTOR is not in default.

XXI In the event Owner or Construction Manager becomes insolvent, files a petition for the benefit of creditors or enters into proceedings relating to bankruptcy, whether voluntary or involuntary, any and all payment obligations and liability to SUBCONTRACTOR from FEC shall end, and SUBCONTRACTOR's only remedies will be a) filing a claim within the bankruptcy or other proceedings, or b) accepting a proportionate amount of FEC's claim or percentage thereof relating to SUBCONTRACTOR's Work under the bankruptcy or other proceedings or settlement, if any, or c) an apportioned percentage if FEC's claim is purchased by a third party.

XXII SUBCONTRACTOR shall comply with all requirements relative to Equal Employment Opportunity and Affirmative Action Requirements. Further, SUBCONTRACTOR shall include said requirements in any subcontract or purchase order it has with any other party in such a manner so that said requirements will be binding upon those parties.

XXIII No provision contained in this Subcontract Agreement shall create or give to third parties any claim or right of action against FEC, Construction Manager and/or Owner beyond such as may legally exist in the absence of any such provision.

XXIV SUBCONTRACTOR agrees to maintain the confidentiality of all information and documentation as proprietary, confidential or otherwise restricted as to disclose such as, but not limited to, programs, codes, flow charts, logic diagrams, files and associated documentation, which are either the proprietary property of FEC or the property of others that are licensed, disclosed or entrusted to FEC. The obligations contained in this clause shall survive the expiration or termination of this Subcontract Agreement.

XXV It is the intent and understanding of the parties to this Subcontract Agreement that each and every provision of law required to be inserted in this Subcontract Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Subcontract Agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

XXVI In event of any conflict or ambiguity within the Contract Documents, this Subcontract Agreement shall take precedence and control.

XXVII This Subcontract Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Subcontract Agreement to be drafted.

XXVIII SUBCONTRACTOR must be properly licensed to perform the Work in the City, County and State in which the proposed Work is to be performed. SUBCONTRACTOR shall furnish and pay for all permits and licenses necessary to complete the Work and legal evidence of such shall be delivered to FEC.

XXIX The parties agree that for the performance of its contractual obligations, SUBCONTRACTOR shall be an independent contractor and shall not be considered an agent or servant of FEC.

XXX The individual executing this Subcontract Agreement on behalf of SUBCONTRACTOR personally certifies and warrants that by his or her execution hereof, this Subcontract Agreement shall be legally binding on and enforceable against SUBCONTRACTOR.

IN WITNESS WHEREOF the parties have executed this Subcontract Agreement on the day and year first above written.

Forest Electric Corp.

By: _____
Name: Paul Angerame
Title: Vice President

By:
Name:
Title:

EXHIBIT "A"

SCOPE OF WORK

[DETAIL SCOPE OF WORK / LIST DRAWINGS]

All other terms and conditions as described in Forest Electric Corp.'s Contract with the Construction Manager are applicable.

SUBCONTRACTOR agrees that the Work specifically set forth in this Scope of Work document includes all other work incident or related thereto, reasonably necessary to its performance and usually performed by the trades.

The Work shall be performed in a skillful and workmanlike manner with new material, products and equipment of the usual quality for a job of this type.

SUBCONTRACTOR shall provide at its expense all supervision, tools, equipment, hoisting charges, elevator charges, heat, light, power, etc. to perform its own Work.

A-1

SUBCONTRACTOR'S INITIALS _____

FE 000993

EXHIBIT "B"

INSURANCE REQUIREMENTS

Prior to inception of operations, SUBCONTRACTOR shall enroll into and comply with all aspects of the Owner Controlled Insurance Project (see attached OCIP Manual). SUBCONTRACTOR must provide evidence of off-site coverages, however in the event the SUBCONTRACTOR is not approved and enrolled into the OCIP SUBCONTRACTOR must maintain the following insurance as a minimum, in addition to coverages outlined in the OCIP Manual:

COVERAGE

LIMITS OF LIABILITY

Commercial General Liability

\$10,000,000 per Occurrence/General Aggregate Combined Single Limit Bodily Injury and Property Damage. Limits may be provided through a combination of primary and umbrella/excess policies.

Coverage(s) shall provide and encompass at least the following:

- a. X, C and U hazards, where applicable.
- b. Independent Contractors.
- c. Blanket Contractual Liability covering all Indemnity Agreements.
- d. CGL coverage written on an occurrence form.
- e. Completed Operations/Products Liability with a two (2) year extension beyond completion and acceptance of the project.
- f. Broad Form Property Damage
- g. Person Injury Liability (A, B, & C)

Auto Liability

\$1,000,000 per Occurrence Combined Single Limit Bodily Injury and Property Damage. Limits may be provided through a combination of primary and umbrella/excess policies.

Workers Compensation/Employers Liability

As determined by Statute with other states endorsement and minimum Employers Liability Limits of \$500,000 bodily injury each Accident; \$500,000 bodily injury by disease – policy limit; \$500,000 bodily injury by disease – each employee.

"All Risk" Property Insurance

Covering all material, equipment and supplies stored away from the Project site and while in due course of transit until actually delivered to the Project site and accepted, including installation. Subcontractor/vendor shall be responsible for all deductibles. Coverage shall not be less than \$2,000,000 per Occurrence.

Pollution Liability Insurance

Limits of liability of \$2,000,000 each claim and aggregate with a deductible no greater than \$100,000 each claim.

ENDORSE AS ADDITIONAL INSURED:

Forest Electric Corp., EMCOR Group, Inc., Bank One Building Corporation, its parent and affiliates, directors, officers, representatives, agents and employees, Tishman Construction Corporation of Maryland, Tishman Construction Corporation, Gensler, EYP Mission Critical Facilities, Inc., and each of their respective parent companies, corporations and/or partnerships and their owned, controlled, affiliated, associated and subsidiary companies, corporations and/or partnerships and their respective agents, consultants, principals, partners, servants, officers, directors, and employees of each and any other indemnitees as required by the contract documents.

The Certificate Holder shall be:

Forest Electric Corp.
Two Penn Plaza
New York, NY 10121

- * The following Certificate Addendum is required to be executed and returned.
- * Policies to be primary and non-contributory as respects the coverage afforded the additional insureds. If subcontractor or vendor has other insurance that is applicable to the loss, it shall be on an excess basis. SUBCONTRACTOR's liability under any policy provided hereunder shall not be reduced by the existence of such other insurance.
- * Certificate(s) of Insurance must provide for thirty (30) days written notice prior to cancellation, non-renewal or material modification of any policy to the Certificate Holder and ten (10) days written notice for non payment of premiums. Such Certificate(s) of Insurance shall have the phrase "endeavor to" deleted. Additionally, language attempting to waive the broker liability for failure to provide notice will not be permitted.
- * The insurance policies must include a waiver of subrogation clause as follows: "It is agreed that in no event will the insurance company have any right of recovery against any of the Additional Insureds".
- * All insurance carriers must be licensed in the State where the Project is located and be rated at least A-VIII in Best's.
- * SUBCONTRACTOR shall provide a copy of the Employer's First Report of Injury or its equivalent to Forest Electric Corp., attention Insurance Department, within ten (10) days of any injury or illness to any employee of the SUBCONTRACTOR arising out of, or alleged to have arisen out of or during the course of Work performed at the Project.

The SUBCONTRACTOR shall not sublet or subcontract any part of this Subcontract Agreement without assuming absolute responsibility for requiring similar insurance from its subcontractors, suppliers and vendors.

Failure of the SUBCONTRACTOR to maintain full and complete insurance may be deemed a material breach allowing Forest Electric Corp. to terminate this Subcontract Agreement, or to provide insurance at the SUBCONTRACTOR's sole expense; in neither case, however, shall the SUBCONTRACTOR's liability be lessened.

Certificate Addendum (REQUIRED) - Subcontractor's Agent or Broker must sign this Addendum OR incorporate items 1-6 below as part of the executed certificate of insurance. Note: if builders' risk / installation insurance is not required by the subcontract then item 4 need not be included.

Insured Subcontractor: _____

Certificate Holder: Forest Electric Corp.

Project Name and Number: _____

Date Certificate Issued: _____

The following provisions are incorporated into and made a part of the Certificate of Insurance:

1. **Additional Insureds**
Forest Electric Corp., EMCOR Group, Inc., all other parties so required by contract, and their respective directors, officers, representatives, agents and employees, are Additional Insureds on all policies except for Workers' Compensation, E&O / Professional Liability, Builder's Risk / Installation, and Contractor's Equipment. The required Additional Insured endorsement in the General Liability policy is ISO (Insurance Services Office) form CG20101185 or equivalent which includes ongoing and completed operations coverage. The General Liability policy shall not contain ISO form CG20101093 or equivalent, which excludes completed operations coverage.
2. **Primary and Non-Contributory**
All subcontractor insurance policies are primary and non-contributory in favor of Forest Electric Corp., Additional Insureds, Loss Payees and all other parties required by contract. The insurance of Forest Electric Corp., Additional Insureds, Loss Payees, all other parties so required by contract, and the insurance of their respective directors, officers, representatives, agents or employees, will not be called upon to contribute to any claims covered by the policies referenced in this certificate.
3. **Waiver of Subrogation**
All policies contain a waiver of subrogation in favor of Forest Electric Corp., EMCOR Group, Inc., Additional Insureds, Loss Payees, and all other entities so required by contract.
4. **Loss Payees**
Forest Electric Corp., EMCOR Group, Inc., and all other entities so required by contract, are Loss Payees with respect to the Builder's Risk / Installation Floater coverage.
5. **Umbrella Attachment**
The Excess (Umbrella) Liability policy attaches directly excess of the indicated primary General Liability, Products/Completed Operations Liability, Automobile Liability and Employers' Liability policies.
6. **Self-Insured Retentions ("SIR")**
All SIRs are fully disclosed on the Certificate of Insurance.

Signature of authorized agent or broker

Name and title (print)

Date